



## REFERRAL POLICY

This Policy is linked to the Memorandum of Understanding between Foundry College and Wokingham Borough Council (WBC) as the provider of Core Provision.

### Document Control Information

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Committee	Resources
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Signed	John Bayes

## List of Contents

1. Introduction
  2. Referrals
    - 2.1 Pupils who have been permanently excluded from school
    - 2.2 Pupils whose medical needs or emotional vulnerability interrupt their access to full-time education in school
    - 2.3 Pupils at risk of permanent exclusion
    - 2.4 Pupils with Special Educational Needs and Disabilities [SEND] (Statement or Educational Health Care Plan [EHCP]) where Wokingham Borough Council's SEND Department are responsible for the education placement
  3. Oversubscription
  4. Charges
  5. Supporting Documentation
  6. The Referral Process
  7. Responsibilities
- Appendix: MoU template

## **1. Introduction**

Foundry College is a Pupil Referral Unit (PRU), commissioned by Wokingham Borough Council to provide a suitable education for pupils of statutory school age (5-16) who have been permanently excluded from schools or who's medical needs prevent them from attending school. In addition, education support may be provided to pupils who are at risk of permanent exclusion and pupils who have been absent from school for a period exceeding 15 continuous school days as a result of illness or a medical condition, or if the absence is part of a pattern of recurring long term illness, such that they cannot attend school regularly. Pregnant school girls, teenage parents and young parents, where significant medical or mental health difficulties create a barrier to them accessing suitable education in school, may also be supported.

Referrals to Foundry College are prioritised to identified commissioners and referrers, including Wokingham Borough Council, Wokingham Borough Schools, Academies and Free Schools and are for pupils who live within the Wokingham Boundary.

## **2. Referrals**

### **2.1 Pupils who have been permanently excluded from school**

Pupils will be referred directly from Wokingham Borough Council to the College via the notification of permanent exclusion paperwork. Foundry College will contact the parent / carer and pupil to arrange a preliminary meeting at which the bespoke education plan will be agreed. The agreed start date will typically be on day 6 of the notification of permanent exclusion from the appropriate officer of the Local Authority. For a looked after child, provision will commence as soon as possible after notification, if possible, from day 1. The placement at Foundry College will begin with an induction period during which baseline testing, including a Boxall Profile, will be completed. The pupil will transfer to Foundry's roll with dual (subsidiary) registration status pending the decision of the home school's Governor Disciplinary Panel. If the permanent exclusion is upheld, the registration changes to single status.

Foundry College will actively work within the Fair Access Protocol to support transition back to a mainstream school or where deemed appropriate, on to a special school.

### **2.2 Pupils whose medical needs or emotional vulnerability interrupt their access to full-time education in school**

When a pupil is identified by CAMHS or a hospital consultant as having a psychological or medical reason for not attending school, the school may make a referral to Foundry College using the online Referral Form. Foundry College will require medical evidence such as a consultant's statement outlining the pupil's difficulties and stating that these difficulties prevent the pupil from attending school. If the referral is successful, appropriate provision will be agreed and the pupil will become dual registered with Foundry as the subsidiary provider.

Where a medical/vulnerable pupil no longer meets the threshold to qualify for provision and is considered able to attend school or the medical professionals have closed the case, a period of 2

weeks' notice will be given in writing to the home school, copied to parents, after which provision will discontinue, unless commissioned by the home school.

Foundry College aspires to be a proactive PRU, supporting pupils in addition to the core commissioned purpose. We aim to be as flexible as possible, within the physical capacity of the College, to meet the needs of Wokingham's vulnerable young people.

### **2.3 Pupils at risk of permanent exclusion**

Education provision may be commissioned by schools for pupils where there is demonstrable evidence of one or more of the following:

- Pupils who are showing a level of disengagement from, or inability to cope effectively within mainstream provision which is placing them at serious risk of permanent exclusion
- Pupils who have insufficient or inconsistent attendance: where there is poor attendance less than 60% **and** it is a complex case requiring multi-professional support and where straightforward enforcement action may be deemed inappropriate
- Pupils where a Managed Move to another mainstream school has not been successful
- Pupils who are experiencing significant bullying
- Pupils who are exposed to abuse, or considered to be at risk of abuse
- Pupils with additional needs that mean they are struggling to cope with the curriculum and organisation of their mainstream school – In this case, schools should contact SEN before referring to Foundry College.

[Note – a 'managed move' means where a pupil has transferred from one mainstream school to another through a co-ordinated process involving consideration of their circumstances by a Fair Access Protocol Panel]

In the above circumstances, if Foundry College agree to provide support, subject to capacity, a memorandum of understanding (MoU) will be generated and the pupil will become dual registered with Foundry College as the subsidiary provider. See Appendix 1 for exemplar MoU.

### **2.4 Pupils with Special Educational Needs and Disabilities (Statement or EHCP) where Wokingham Borough Council's SEN Department are responsible for the education placement**

Foundry College, as a PRU, is not deemed by the DfE to be an appropriate alternative to a suitable school for a pupil with SEND. However, as an interim measure, SEN referrals will be considered.

Foundry College endeavours to offer successful personalised education packages to all its pupils. Sometimes, however valid the placement seems, it may become evident that a young person's stay at Foundry College will not work in their best interest. If we are unable to meet a pupil's needs, we will review each case on its merit to agree a more appropriate option.

In some cases a young person may require provision that is more specialised. In these cases, a review meeting should take place to ensure the most appropriate provision and support can be agreed.

Our primary concern is to not put the pupil's progress at risk; it is often the case that where our style of education is supporting that progress, a return to mainstream education might be detrimental. In all cases, we work closely with the referring school or provider to ensure that the provision made for the young person is absolutely in his or her best interests and offers the best opportunity for achieving solid outcomes.

### 3. Oversubscription

Foundry College has 47 full-time places. The Headteacher and Senior Leadership Team (SLT) reserve the right to be flexible in their allocation of these places, to provide best value and ensure the best interests of the young people currently at the College.

Effective management of each referral requires a clear and transparent working relationship between Foundry College and WBC to ensure the following:

- A clear rationale for placing a pupil in a PRU
- Clear exit strategies are identified for each pupil at admission
- Placements are time limited
- Appropriate support is available for pupils with EHC Plans and a swift placement in a mainstream or special school

Review meetings will take place termly between the LA commissioner and The Headteacher. Where capacity has been reached in either of the two core commissioned services and is expected to continue as such, the LA will seek additional funding from Schools Forum

### 4. Charges

Where schools commission bespoke support from Foundry College, a MoU will be drafted specifying what intervention will be provided, the period covered and the charges. This will be sent to the commissioning school / body for review, approval and signature, following which the charges will be levied. The MoU must be returned within 5 days and invoices paid within 14 days.

Charges are reviewed annually. 2018-19 charges are as follows:

Provision	Wokingham inc Academies		Independent	Out of Borough	
	EYFS/Primary	Secondary		Primary	Secondary
Permanent exclusion /	PUF or SUF (+PPG + PE + UIFSM + SEN)		Not applicable	Not applicable	
Alternative provision (by arrangement)	Included in primary behaviour support	£218 / week (class) £38 / hour (bespoke)	£245 / week	£180 / week	£245 / week
Behaviour intervention		£203 / day £38 / hour	£230 / week £43 / hour	£165 / day £33 / hour	£230 / week £43 / hour
School Refusers	commissioned for WBC maintained schools.  £6,551 pa or £26 / hour for Academies	£20 / hour including transport	£20 / hour + transport	£20 / hour + transport	£20 / hour + transport
SEND with EHCP	Price on application				
Bespoke support	Price on application				

On the date of conversion of a primary school from maintained to academy status, their cover by the de-delegated funding for primary behaviour support discontinues, . Thereafter, they are invited to buy into the primary behaviour support package at the same rate of £6551 pro rata. New primary academies can also purchase the package.

## 5. Supporting Documentation

Memorandum of Understanding between Foundry College and Wokingham Borough Council

Fair Access Protocol for Wokingham Borough Council 2017 /18

<https://www.gov.uk/government/publications/education-for-children-with-health-needs-who-cannot-attend-school> (17 May 2013)

## 6. The Referral Process

**All** referrals must be made using the online Referral Form which is found on the Foundry College website: [www.foundry.wokingham.sch.uk](http://www.foundry.wokingham.sch.uk)

Click on Referrals, identify main need and the criteria for your referral. Complete the referral in full and “send”.

On receipt, the referral will be followed up with a solution focused personal meeting or conversation to establish the exact nature of concern and the needs of the young person and to ensure that the referral is appropriate.

For pupils with specific medical needs, the referral should be supported by a letter from a Hospital Consultant or Senior Medical Officer. GP letters will not routinely be considered where the pupil is deemed too unwell to attend school for a long period of time.

The referral will then be discussed by the Senior Leadership Team (SLT) of Foundry College and other professionals. SLT meetings take place weekly.

Places will be allocated where the College feels able to meet the needs of the young person. Priority will be given to the core purpose of the College. The College reserves the right to seek additional information from appropriate agencies in the consideration of any referral.

The College will consider the following factors when determining whether to support a pupil:

- Whether there is sufficient evidence of the pupil being eligible for Foundry support in accordance with the sections above or if they are permanently excluded
- The extent to which Foundry College has the expertise to support the pupil
- Whether accepting the referral would have a detrimental impact upon
  - The education provided to other pupils, including consideration of group sizes
  - The well-being, health and safety of pupils and staff already at Foundry College

The decision about whether to offer a package of support for a pupil will be made by the Headteacher / SLT through moderation. The decision, and the reasons for it, will be provided in writing to the referrer within 1 week of the SLT meeting.

If admission or support is agreed, the Headteacher / SLT will agree the start date with the referrer, and the referrer will provide all required information to Foundry College in advance of that start date. The Headteacher / SLT and the referrer will agree the process for assessment, target

setting, and reporting. This may be conducted electronically, but would normally involve a face to face meeting to ensure that appropriate provision is made.

All placements will be reviewed half termly to determine their feasibility. The Headteacher / SLT will make decisions regarding appropriateness of placement after consultation with all concerned parties.

## **7. Responsibilities**

Foundry College aims to ensure a successful partnership with each referring organisation by setting out responsibilities as follows:

The referrer will be required to:

- Obtain the parent's or carer's consent in the case of pupils under 16 years of age either to attend Foundry College or to be supported by Foundry College staff at their home school.
- Provide appropriate information regarding the pupil: personal details including contact telephone numbers, relevant previous education history (attendance, exclusions, attainment, behaviour, achievements) and a copy of risk assessments. A Pen Profile is also required.
- Provide details of a named person to act as the key contact and co-ordinator of placement and notify Foundry College of any changes that occur.
- Attend review meetings with Foundry College to discuss the pupil's progress. The frequency of these meetings will be agreed as part of the pupil's Personal Learning Passport.
- Confirm in writing through a Headteacher signed acceptance of the pupil funding as part of the Memorandum of Understanding (paperwork will be provided by Foundry College).

Foundry College will:

- Provide an appropriate programme of learning with clear aims and objectives leading to nationally recognised accreditation where appropriate.
- Give details of a named person to act as the key contact and co-ordinator of placement and notify the referrer of any changes that occur
- Comply with all statutory requirements including health and safety and safeguarding.
- Ensure that all staff in contact with participants younger than 16 years of age are DBS checked and cleared.
- Keep records of the pupil's attendance and inform the referrer on a weekly basis.
- Maintain a system to monitor and report on the progress of pupils, both academic and social
- Forward to the referrer copies of certificates achieved by the pupils
- Provide documentary evidence of expectations regarding the pupil's behaviour and code of conduct.
- In the case of pupils under the age of 16, contact parents or carers if possible to notify of any absence / lateness or leaving early. The referrer's named contact will also be informed for tracking and safety purposes.
- Report to the referrers named contact person immediately, any concerns, emergencies or disciplinary issues.

- Forward to referrer's named contact person any reports detailing incidents resulting in disciplinary proceedings.
- Comply with trips and visits guidance and ensure that all necessary documentation is complete.
- Make sure that confidential information is held securely at all times and only used in the provision of this agreement.
- Agree an education schedule and state total cost of the placement, which will include lunch, accreditation costs and some course materials. Some courses may require further payment for course materials and this will be stated at the time of referral.

Appendix 1 – Exemplar MoU

Dated:

Ref No:

Dept Code:

Nominal Code:

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Foundry College**

**AND**

**[SCHOOL NAME]**

**This Agreement** is made on    day of            2018

**Between**

**Foundry College** of Brambles Centre, Budes Garden, Wokingham, RG40 1PX

**and**

**For the purposes of this Memorandum of Understanding henceforth the [SCHOOL NAME] will be referred to as the Client School.**

## **1. Funding**

- 1.1. In consideration of the Foundry College delivering the services as described in Schedule 1 the Client School shall make the payments of the sums to Foundry College in accordance with the schedule
- 1.2. The payment of the fund by the Client School to Foundry College is conditional upon the following:-
  - 1.2.1. Foundry College must deliver the services in accordance with this Agreement and Schedules annexed to this Agreement. Foundry College must only use the fund for the purposes of this Agreement and must not act fraudulently or negligently; and
  - 1.2.2. Foundry College must submit all monitoring information in a timely manner in accordance with this Agreement
- 1.3. The Client School has the right to suspend payment of the fund to the Foundry College if Foundry College is in breach of Clause 1.2. The Client School shall serve notice to Foundry College that Foundry College is in default and payment of the fund shall be suspended until the Foundry College demonstrates to the reasonable satisfaction of the Client School that any default has been rectified. The Client School will allow Foundry College a maximum of 21 days to rectify any default. The Client School in addition reserves the right to impose further reasonable conditions with which Foundry College must comply before further payments are made.
- 1.4. If Foundry College fails to rectify any default in accordance with Clause 1.3 then the Client School reserves the right to immediately terminate this Agreement and withhold further funds.
- 1.5. Any fund paid to the Foundry College in error shall immediately be returned to the Client School.

## **2. Review and Monitoring**

- 2.1. Both parties shall undertake a review meeting once every term. Either party may however at any time request a review meeting to monitor and assess the performance of the services in accordance with this Agreement and Schedule annexed to this Agreement.

- 2.2. Foundry College shall supply to the Client School any information reasonably required from time to time (including without limitation audited accounts) and all records must be available for inspection upon reasonable notice at any time.
- 2.3. Foundry College shall keep full and accurate records in relation to this Agreement and shall permit nominated representatives of the Client School access to such records at all reasonable times.
- 2.4. Foundry College should retain records for a period of seven (7) years from the commencement of this Agreement.

### **3. Staff**

- 3.1. Foundry College shall adopt safe methods of work and comply with all requirements of the Health and Safety at Work etc Act 1974.
- 3.2. Foundry College must carry out checks with the Disclosure and Barring Service (DBS) on all potential staff (including any volunteers) who will be engaged under this Agreement.
  - 3.2.1. These checks must be at the enhanced level where staff and any volunteers provide or supervise the provision of the service.
  - 3.2.2. These checks must be at least at the standard level for staff and any volunteers who do not directly provide the service(s) but do come into regular contact with service users.
  - 3.2.3. Foundry College must allow the Client School to undertake random inspections of DBS checks.
- 3.3. That Foundry College must ensure that the staff employed to fulfil the functions identified in Schedule 1 have adequate child protection training (Level 1 or above) and have adequate supervision (i.e. monthly supervision) and professional advice.
- 3.4. Foundry College must make available to the Client School, on request, all relevant information and records which relate to the action and decision Foundry College has taken in the instance where a disclosure has been made as a result of a DSB check.
- 3.5. Foundry College must only employ such persons as are competent, skilled and experienced in the duties required of them and must ensure that every such person is properly and sufficiently trained.

### **4. Term and Termination**

This Memorandum of Understanding shall commence on the date of signature by both parties and thereafter shall continue until completed per attached table.

## **5. Variations**

Any variation to the terms of this Agreement must be recorded in writing and agreed by both parties before such variation takes effect.

## **6. Charges and Liabilities**

- 6.1 Except as otherwise provided in this Memorandum of Understanding, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 6.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's or agents actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

## **7. Confidentiality**

The terms of this Agreement are confidential to the parties. Apart from disclosure in confidence to their respective professional advisers or any Relevant Body or as required by law the parties will make no disclosure as to the terms of this Agreement without the prior written consent of the other.

## **8. Data Protection**

Each party shall comply at all times with the provisions of the Data Protection Act 1998, any associated regulations or sub-ordinate legislation and any other applicable data protection and privacy legislation in the performance of its obligations under this Agreement.

## **9. FOIA**

Foundry College acknowledges that the Client School is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Client School to enable the Client School to comply with these Information disclosure requirements.

## **10. Equality and Compliance**

Foundry College will not tolerate any acts of harassment or bullying towards its staff. Harassment and bullying are considered as unwanted behaviours that are offensive and cause serious emotional or physical harm to the recipient. They are humiliating behaviours which are unacceptable within the working environment. Harassment and bullying behaviours are defined by how the person feels and not by what the harasser /bully intended. In the event of any such complaint Foundry College will investigate and comply with current legislation and local policies.

## **11. Notices**

All notices which are required to be given hereunder will be in writing and sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate in writing to the other from time to time. Any such notice will be delivered by hand or recorded delivery letter, and will be deemed served when delivered, if by hand or if by letter, 48 hours after posting.

## 12. Dispute Resolution

- 12.1 In the event that a dispute arises in relation to this Agreement the parties through their respective nominated representative will meet within ten business days of a request by either party and shall use their best endeavours to resolve disputes arising out of this Agreement. If the dispute referred is still not resolved then the party may refer the dispute to senior leaders of the two parties who shall co-operate in good faith to resolve the dispute as amicably as possible within twenty business days of service of such notice.
- 12.2 If the senior leaders fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven business days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.

## 13. Law and Jurisdiction

This Memorandum of Understanding shall be governed by and construed in accordance with English Law.

**In Witness** whereof this Memorandum of Agreement has been signed on behalf of the parties:

Signed on behalf of the **Client School** by

Signature:

Name:

Position:

Signed on behalf of **Foundry College** by

Signature:

Name:

Position:

**Schedule 1**

**Work and Funding Schedule**

Area of Activity Commissioned	Hours/days contracted	Funding
<b>TOTAL</b>		

Invoices will be raised and due for payment termly in advance.

Invoices will be addressed to the Client School.